

REQUEST FOR PROPOSAL
BACKUP/DISASTER RECOVERY
SOLUTION REPLACEMENT

NCC Tender Number : LW114

ADDRESS ENQUIRIES TO: Lana Wilson Email: Lana.Wilson@ncc-ccn.ca	INVITATION DATE/DATE DE L'APPEL D'OFFRES: May 2, 2019
	BID CLOSING/CLÔTURE DE L'OFFRE: June 13, 2019 at 3 p.m. Ottawa time
RETURN TO: →	National Capital Commission 2nd Floor Service Centre 40 Elgin Street Ottawa, ON K1P 1C7 Submission to refer to NCC tender file # LW114

This page of these RFP instructions is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Request for Proposal which includes the Statement of Work (SOW), the General & Supplementary Conditions, and any/all other attachments referred to in the NCC tender package.

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out in the NCC tender package, the supplies and/or services listed above and on any attached sheets at the submitted price(s).		
Contractor's Name and Address Telephone: Contact E-mail:	Print Name	Date
	Signature _____ _____	
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	Bidder to enter number of addenda issued, if any.	

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1. Submit four (4) duplicate copies of the technical proposal and one (1) sealed envelope of your financial proposal (Appendix C) to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Statement of Work (SOW).

The following NCC forms must also be submitted with your proposal:

- a. Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Statement of Work of this RFP which includes the General Conditions and any/all other attachments referred to within the NCC tender package, and
 - b. Appendix A Mandatory Requirements, and
 - c. Appendix B Evaluation Criteria, and
 - d. Appendix C Financial Proposal (sealed envelope), and
 - e. Supplier - Direct Payment and Tax Information Form
2. As a green initiative, the NCC requests that the Consultant's Technical Proposal follow these green practices:
 - use recycled paper products
 - no more than 10 double sided pages (8.5 x 11) in length not including résumés
 - use a maximum font of 11
 - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
 3. **Written questions and requests for clarification from proponents will be accepted until 12:00 noon on June 4, 2019**, Ottawa time. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFP and any resulting contract. Your questions and requests for clarifications must be submitted in writing and addressed to Lana Wilson at email Lana.Wilson@ncc-ccn.ca.
 4. The proposal is to include all relevant information as defined in the Statement of Work.
 5. Your financial proposal (Appendix C) **must** be signed and submitted in a sealed price envelope and clearly labelled "Financial Proposal #LW114 and Company Name" separate from the technical proposal documents.
 6. Proposals obtaining a total minimum score of 80 percent and no less than 50% of the points for each individual section will be considered as technically admissible. Financial proposals must be submitted in a separate sealed envelope clearly labelled "Financial Proposal LW114" and will be opened only for all technically admissible proposals. The total in Appendix C Financial Proposal considered in the evaluation of proposals must include all professional fees and any other related expenses and disbursements.

Basis of award will be the bidder who meets all terms, conditions and mandatory requirements, passes the rated requirements and provides the best value (technical score 70% and financial proposal 30%) to the NCC, including applicable taxes. The NCC is subject to all applicable federal and provincial taxes. Note the NCC will self-assess applicable provincial taxes if the bidder is not registered to collect those taxes.

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7. A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the results letter after contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.
8. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
9. The attached General & Supplementary Conditions will also form part of the resulting contract.
10. In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
11. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
12. Facsimile or e-mail transmittal of proposals are not acceptable.
13. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
14. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
15. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.
16. This Request for Proposal and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.
17. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under

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the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.

18. Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
19. The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability***. NCC Security to perform security screening.
- *For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded on the basis of the sensitivity of the information and assets that need to be accessed.*

STATEMENT OF WORK

Backup/Disaster Recovery Solution Replacement

INTRODUCTION

The National Capital Commission (NCC) has a requirement to replace its Backup and restoration solution with a secure and robust Backup and Disaster Recovery Solution which would augment and extend NCC's existing capabilities at the NCC Headquarters located at 40 Elgin St, Ottawa, Ontario, Canada.

The NCC is seeking proposals from experienced firms to provide a robust, secure, high-performance, enterprise-grade Backup/Disaster Recovery solution to address current and future needs.

OBJECTIVE:

The NCC seeks to:

1. Replace the existing CommVault v10 & Dell ML6000 Tape Library with a new Backup/Business Continuity/Disaster Recovery solution.
2. Implement a system that provides redundant copies of data protection/backup, by allowing an Efficient Local & Cloud protection against Data Loss & Disaster.
3. The proposed system must allow protection/backup of both physical and virtual environments.
4. The proposed system must allow the restoration of applications, databases, files & servers.
5. GUI-based Centralized management that allows for configuration, system health, backup monitoring, and manage all activity.
6. Ability to provide virtual compatibility to recreate IT infrastructure on Command.
7. Ability to backup servers with the following "operating systems" list:
 - Oracle Enterprise Linux 6 (x86_64) UEK Rel 4
 - Oracle Enterprise Linux 7 (x86_64) UEK Rel 3
 - Oracle Linux 4/5 or later (64-bit)
 - Oracle Linux 4/5 or later (32-bit)
 - SUSE Linux Enterprise 11 (64-bit)
 - Microsoft Windows Server 2008 R2 (64-bit)
 - Microsoft Windows Server 2012 R2 (64-bit)
 - Microsoft Windows Server 2008 R2 Enterprise 64-Bit
 - Microsoft Windows Server 2012 Std 64-Bit
 - Microsoft Windows Server 2016 Std 64-Bit

8. Ability to backup 170 TB of data, with the following retention policy settings for the **local backup**:
 - Daily backups: 30 days
 - Monthly Backups: 1 year
9. NCC needs to retain and protect 107 TB of data in the cloud, with the following data retention policy settings:
 - Daily Backups: 30 days
 - Monthly Backups: 1 year
 - Yearly backups: 2 years
10. The proponent must demonstrate that the solution allows instant recovery and fast & easy restoration.
11. The proponent must demonstrate that the proposed solution provides a solution that reduces RPO (Recovery Point Objective) and RTO (Recovery Time Objective) to **“minutes”**.
12. The proponent must demonstrate that the solution(s) support files/data structures/images on Windows and Linux and multiple applications on Windows, in a physical and/or a virtual deployment supporting both VMware and Microsoft Hyper-V hypervisors.
13. The proponent must demonstrate the use of deduplication, single instancing and data compression technologies so as to reduce storage requirements and costs.
14. The proponent must demonstrate that the proposed solution can integrate with other SaaS providers such as but not limited to Microsoft Office365.
15. The proponent must demonstrate that the solution allows for instant (within few minutes) local backup & Cloud failover.
16. The proposed platform must provide cost efficiency, performance, scalability and extensibility (see bullet 15).
17. The proposed system must provide Government of Canada approved End-to-End Encryption of all data, both in transit and at rest. Please refer to this URL link: <https://www.cse-cst.gc.ca/en/node/1831/html/26515>
18. The proponent must demonstrate that the systems provides for a Backup/Disaster Recovery solution that is compatible or can integrate with NCC existing IT and network environment. Refer to appendix A.
19. Demonstrate that their solution and hosting service has the required security certifications including but not limited to SOC2 (Formerly SAS 70). NCC will accept security certifications that have been accredited by the Government of Canada using the ITSG-33 security controls framework. Please find below the list of accepted third-party assurance certifications:
 - ✓ *ISO/IEC 27001*
 - ✓ *ISO/IEC 27017*
 - ✓ *ISO/IEC 27018*
 - ✓ *Federal Risk and Authorization Management Program (FedRAMP)*
 - ✓ *Payment Card Industry Data Security Standard (PCI-DSS)*
 - ✓ *Cloud Security Alliance (CSA) Security, Trust and Assurance Registry (STAR)*
 - ✓ *AICPA Service Organization Controls (SOC) audit reports or certifications*

COMPLETION DATES:

The project must be completed on or before October 31, 2019.

SCOPE OF WORK:

1. Backup/Business Continuity/Disaster Recovery Hardware/Software:
 - Propose a Backup/Business Continuity/Disaster Recovery solution including bill of materials (including licensing model).
 - Provide a diagram describing the proposed architecture (network connectivity, Backup/Disaster Recovery configuration, Local & Cloud Retention Policy setup etc.).
2. Professional Services (Implementation if required):
 - Install and configure hardware and software.
 - Provide documentation on the system installation and configuration in both PDF and Word formats.
 - Provide training (On-site or Web-based are acceptable) session(s) for NCC IT Infrastructure staff.
3. Professional Services (Maintenance):
 - Provide a maintenance, support and warranty agreement.

SECURITY REQUIREMENTS:

All workers coming onsite must have or must be able to attain a “Reliability” security clearance.

The proponent must demonstrate that they hold or can obtain a Designated Operating Screening (DOS) and Document safeguarding capability (DSC) up to Protected B level. The proponent must ensure that subcontractors (if required) obtain the required security screening before working on contracts with security requirements.

Demonstrate that their solution and hosting service has the required security certifications including but not limited to SOC2 (Formerly SAS 70). NCC will accept security certifications that have been accredited by the Government of Canada using the ITSG-33 security controls framework.

PAYMENT SCHEDULE

Payments will be issued accordingly: (as per Part 1 and 2 of the Unit Price Table)

Part 1 - upon successful completion of the Backup and Disaster Recovery Solution project

Part 2 - monthly, quarterly or yearly invoicing for maintenance and hosting fees

- monthly invoicing for technical, training or other fees

BASIS OF AWARD

The price offered will be weighted with the technical evaluation score for the basis of award.

The following table specifies the percentage weighting applied to the scores of the Technical Proposal and the Financial Proposal in the determination of the successful bidder:

Proposal	Weight
Technical Proposal's points score	70%
Financial Proposal's points score	30%

Technical and financial merit will account for 70% (technical) and 30% (price) of the overall value. The selected proposal will be the one that presents the highest overall value.

The NCC is subject to all applicable federal and provincial taxes. Please indicate taxes separately.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the NCC as necessary to gain such understanding.

Appendix A

Mandatory Requirements

MANDATORY ITEMS:

- I. Bidders must ensure full compliance with the following mandatory requirements.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidder's must indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled "Cross Ref." for all information included.
- IV. Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.

MANDATORY ITEMS	Mandatory Met? Yes or No	Cross Reference (where applicable)
1. Proposed solution must allow replication to the Cloud, and the Data Center and data-at-rest must be located on Canadian soil. ***NOTES*** NCC may provide its own Azure Cloud Blob Storage, based on the provided solution		Page:
2. Proposed solution must be enterprise-grade and included in one of the following Gartner's 2018 Leaders or Visionaries Quadrants for: Data Center Backup & Recovery Solutions		Page:
3. Proposed local storage must be enterprise-grade and included in the following Gartner's 2018 Leaders Quadrants for: General-Purpose Disk Arrays		Page:
4. Planning and implementation be performed by experienced personnel if the proposed system requires this.		Page:
5. Vendor must provide estimated RTO/RPO of proposed system.		Page:
6. Maximum 4-hour response time to service requests with a maximum of 24 - 48 hour on site part replacements.		Page:
7. Must allow to backup 170 TB of data, with the following retention policy settings: <ul style="list-style-type: none"> • Daily backups: 30 days • Monthly Backups: 1 year • Yearly backup 2 years 		Page:
8. The backup solution must be compatible with our existing environment. Please refer to appendix A.		Page:
9. Proposed platform must provide instant Recovery, fast & easy restoration.		Page:

10. The vendor must perform a good study, analysis & calculation for the local & cloud storage requirements, in order to meet up with our retention policies, and Business needs.		Page:
11. The vendor must provide a technical roadmap for the proposed solution.		Page:
12. The backup solution must be able to backup servers with the following “operating systems” list: <ul style="list-style-type: none"> • Oracle Enterprise Linux 6 (x86_64) UEK Rel 4 • Oracle Enterprise Linux 7 (x86_64) UEK Rel 3 • Oracle Linux 4/5 or later (64-bit) • Oracle Linux 4/5 or later (32-bit) • Red Hat Enterprise Linux 7 (64-bit) • Microsoft Windows Server 2008 R2 (64-bit) • Microsoft Windows Server 2012 (64-bit) • Microsoft Windows Server 2008 R2 Enterprise 64-Bit • Microsoft Windows Server 2012 Std 64-Bit • Microsoft Windows Server 2016 Std 64-Bit 		Page:
13. The proposed system must allow the ability to provide additional capacity as NCC business scales.		Page:
14. The proposed system must provide End-to-End Encryption of all protected Data, both in transit and in the cloud.		Page:
15. The proposed system must provide an Advanced File System Integration, by leveraging clones to remove backup dependency chains, and provide inline compression, snapshot deduplication, SSD acceleration, and maximum data integrity protection.		Page:

Appendix B

EVALUATION CRITERIA

The Technical Proposal will be evaluated according to the following criteria. Please provide and address each criterion individually.

- I. Although price is an important factor, it is only one criterion in the evaluation of proposals. The NCC is seeking best overall value and will evaluate proposals on a point rating system based on the following evaluation criteria and assigned weight factors.
- II. Bidders must include all information relating to the Evaluation Criteria in their proposal. All information contained within the Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidders must indicate the location of the information relevant to the mandatory requirements and the evaluation criteria. Failure to clearly indicate the location of information in the Evaluation Criteria table may result in the disqualification of the proposal.

EVALUATION CRITERIA

Deliverable Categories	Cross Reference (where applicable)	Points
<p>1 Technical Proposal</p> <p>Proponents must provide technical details of the proposed solution such as:</p> <ul style="list-style-type: none"> • Capture application consistent data in an incremental forever manner for all backup jobs. • Execute scalable, instant recoveries. • Ease of adding capacity as our business scales • Demonstrate how instant Recovery, fast & easy restoration is achieved. • Demonstrate how instant local backup & Cloud failover is achieved • Demonstrate how RTO/RPO is reduced to “minutes” • Demonstrate how Business Continuity is achieved. • Demonstrate the ability to prevent downtime. • Support Agentless protection enabling fast and easy backup of any number of VMware machines. <p>***NOTES*** <i>The Proposed Solution/Product demonstration can be done, using a Web Demo.</i></p>	<p>Page:</p>	<p>/100</p>

2	<p>Ease of Maintenance and Management</p> <ul style="list-style-type: none"> • Centralized GUI-based management. • All configurations can be done through the web interface. • Ease of manage, monitor, and track all activity. • Demonstrate the Ease of Ability to customize Retention Policies • The vendor must explicitly state which Appliances/Software and features are provided with the proposed solution to administer that solution and which are offered at additional expense. 	Page:	/40
3	<p>Company, Planning and Implementation</p> <ul style="list-style-type: none"> • Proponent must provide 3 references of similar implementations including organization, contact, email address & phone number. Please provide brief description of work completed that is similar in scope. • Installation & Configuration, if required, must be performed by experienced technicians. Resumes must be provided for each member of the implementation team and demonstrate experience with proposed product. • Local presence for warranty and maintenance services. • Local presence for consulting services. 	Page:	/10
4	<p>Warranty and Maintenance</p> <p>Provide details on the following:</p> <ul style="list-style-type: none"> • Warranty and maintenance period for the solution. • Warranty and warranty service (hardware failure). • Maintenance (hardware, software and firmware/OS updates). • Support (assistance with product). • Projected End-of-Service-Life for the solution. 	Page:	/15
5	<p>Hardware Requirements</p> <ul style="list-style-type: none"> • Proposed local storage must be enterprise-grade and included in the following Gartner's 2018 Leaders Quadrants for: General-Purpose Disk Arrays. • Network connectivity must have 10 Gigabit Ethernet ports. 	Page:	/60
6	<p>Security Requirements</p> <ul style="list-style-type: none"> • Supply NCC with current SOC2 (Formerly SAS 70) security accreditation or commensurate security certification that is acceptable to NCC. NCC is willing to sign a NDA if required to obtain SOC 2 report. • Demonstrate that primary and secondary (failover) data center and processing/storage facilities are located in Canada. • Supply NCC with current Privacy, Security and Terms and Conditions policies. • Demonstrate use of Government of Canada approved encryption technologies while data is in transit and at rest. • Demonstrate that they hold or can obtain a Designated Operating Screening (DOS) and Document safeguarding capability (DSC). 	Page:	/20

A minimum evaluation score of 80% of the total and no less than 50% of the points for each individual section (1 through 6) listed above must be achieved in order to proceed to the opening of the Financial Proposal. The score obtained for the Technical Proposal will account for 70% of the bidder's total score.

PROPOSAL EVALUATION CRITERIA

- Excellent - Exceeds all requirements (100% of the weighted factor).
- Sound response - Fully meets all requirements (90% of the weighted factor).
- Acceptable minimum level - Meets basic requirements (75% of the weighted factor).
- Falls short of meeting basic expectations (50% of the weighted factor).
- Response does not meet requirements (20% of the weighted factor).
- Response is completely unacceptable or info is missing altogether (0% of the weighted factor).

APPENDIX C

FINANCIAL PROPOSAL

Bidders Financial Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Please note that any resulting contract will be a firm price contract and that the total cost proposed will be all-inclusive. No other costs or charges will be applicable or payable by the NCC for this project.
- III. Pricing must be submitted in a separate sealed package clearly labelled "Financial Proposal" along with the Bidders company name and file number (LW114). No financial information may appear in the technical proposal.
- IV. The all-inclusive price(s) considered in the Financial Proposal must include all professional fees and other related expenses.
- V. The Financial Proposal must be signed by an authorized proponent or will be subject to disqualification.
- VI. Each unit price box must be filled in or will be subject to disqualification. If not applicable, it should be written either N/A or \$0.00.

Cost Category Definitions by Ref.#:

1. **Hardware:** record the cost of hardware required.
2. **Software:** record the cost of software required.
3. **Implementation:** provide the cost of consulting services for the implementation of the solution.
4. **Installation:** provide the cost of technical installation of the solution.
5. **Documentation:** provide the cost associated with documentation if applicable.
6. **Training:** provide the cost associated with system administrator and IT Support staff training on a per diem basis.
7. **Other Fees:** List any other fees if applicable. (No other pre-identified fees can be charged for this contract)
8. **Maintenance and enhancement:** List ongoing costs associated with the operation, yearly maintenance and enhancements (i.e. new features, firmware updates) of the proposed solution. Invoicing should be on an annual basis.
9. **Hosting Services:** List ongoing costs associated with the Cloud Hosting services. Invoicing should be on an annual basis.
10. **Technical Support:** List ongoing costs associated with technical assistance for the solution (i.e. bug fixes, configuration, troubleshooting).
11. **Training:** provide the cost associated with system administrator and IT Support staff training on a per diem basis.
12. **Other Fees:** List any other ongoing fees if applicable. (No other pre-identified fees can be charged for this contract)

Unit Price Table							
PART 1							
Ref. #	Cost Category	*Backup and Disaster Recovery Solution					
	Bill of Materials						
1	Hardware:	\$					
2	Software:	\$					
	Professional Services						
3	Implementation:	\$					
4	Installation:	\$					
5	Documentation:	\$					
6	Training (per diem):	\$					
7	Other Fees (If Applicable) :	\$					
Sub-Total 1:		\$					
PART 2							
	Ongoing Services	*Year 1 (A)	*Year 2 (B)	*Year 3 (C)	TOTAL *Year 1 – 3 (A+B+C)	*Year 4 Option Year 1	*Year 5 Option Year 2
8	Maintenance:	\$	\$	\$	\$	\$	\$
9	Hosting Services:	\$	\$	\$	\$	\$	\$
10	Technical Support:	\$	\$	\$	\$	\$	\$
11	Training (per diem):	\$	\$	\$	\$	\$	\$
12	Other Fees (If Applicable):	\$	\$	\$	\$	\$	\$
Sub-Total 2 (Year 1 – 3) :				\$			
Sub-Total 1 + 2:					\$		
Tax:					\$		
Total:					\$		

*All unit pricing is exclusive of tax

Signature: _____ Date: _____

Company Name: _____

Appendix E

Note: The proposed solution needs to be compatible with the NCC hardware system.

All the information provided in this appendix is subject to change at any time and the NCC makes no certification that any items provided in this section are without error.

We are currently protecting 170 TB of Data.

Our Main applications are the following:

- Microsoft Dynamics AX.
- ECM Open Text
- PeopleSoft
- WebLogic
- CRM
- GIS
- APCM

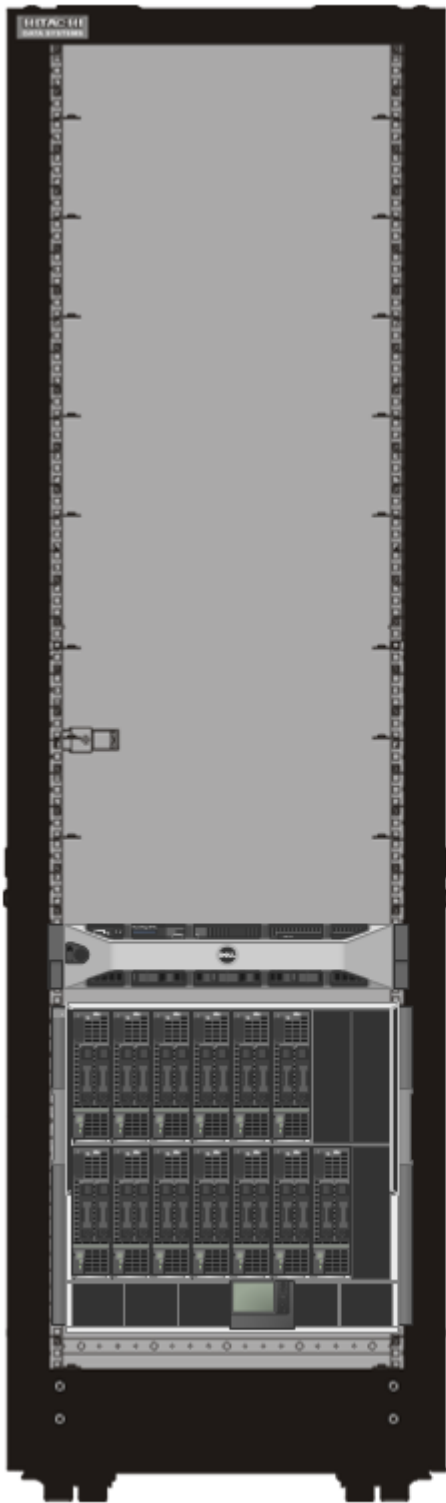
Servers to be backed up are the following:

- VMware environment consist of around 150 VMs.
- VMware View environment consist of 3 VMs.
- Oracle Virtual Manager environment consist of 3 VMs, ***which they are hosted by two SUN servers X4-2. These servers are connected to Tegile SAN Storage via fiber channel.***
- 7 Physical servers

The VMs & Physical servers are a mix of Windows and Linux servers.

The existing environment consists of the following:

*******NOTES*** we are in the process of replacing the Hitachi AMS2100 storage array by a HPE 3PAR 8200 2-node storage array.***



The HP c7000 blade system and the Dell server are connected to the SAN storage via fiber channel. The redundant 8GB fiber links on the blade system are shared amongst the compute blades in the c7000. The blades host our VMWare ESXi environment and two physical file servers. These comprise the bulk of our storage usage. The Dell server is a stand-alone ESXi server. The Brocade switches support 1, 4, and 8GB/s connections. The shared Ethernet connections of the blades are 10GB/s. The blades are connected to the fiber channel switches and the Ethernet network via two HP Flexfabric cards at the rear of the blade chassis.

SAN

The SAN consists of a Tegile T4200 storage array and a HDS AMS 2100 storage array Connected to systems via redundant Brocade 5100 fiber channel switches at 8GB/s. The Tegile array is a hybrid array. The HDS array is a mix of SAS and SATA storage.



Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Address / Adresse	Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :	
Postal code / Code postal	()	()	

PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR

IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque avec ce formulaire

Branch Number / N° de la succursale	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :		Address / Adresse :

PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT

E-mail address / Adresse courriel :

PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS

E-mail address / Adresse courriel :

PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ()			

IMPORTANT

Please fill in and return to the National Capital Commission with a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou transmettre par courriel à : contracts@ncc-ccn.ca Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT

Supplier Tax Information

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable Supervisor
(613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.

SECURITY REQUIREMENTS

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the contractor's personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening _ PSU 917.

The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **(Reliability-Site Access-Secret)***

****For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.***

Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this contract as the need arises.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

Company Security Representative

The contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the contractor's firm;

SECURITY REQUIREMENTS

- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a Security status (**Reliability-Site Access-Secret**), sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

Access to site

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

GC1 Hours and Place of Work

- 1.1 When the Work is to be carried out in the NCC's offices, the Contractor shall, in the interests of co-ordination, adopt the same hours of work as the NCC's employees.

GC2 No Additional Remuneration

- 2.1 It is understood and agreed that the Contractor shall act as an independent Contractor and that he shall not be entitled to any payment or remuneration other than that provided for in clause 3.1 of the contract and set out in greater detail in the Terms of Payment of the present contract.

GC3 Compliance with Legal Requirements

- 3.1 The Contractor himself shall be solely responsible for complying with all federal and provincial laws and municipal by-laws applicable within the context of the services provided by him under the present contract.

GC4 Responsibility of the NCC

- 4.1 The NCC Representative shall provide the support, counsel, directives, instructions, acceptances, decisions and information that he shall consider necessary or appropriate in connection with this contract.

GC5 Ownership of Documents

- 5.1 All documents submitted or prepared by the Contractor under the terms of the contract shall become the property of the NCC, which shall become the owner of the copyright.
- 5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than the NCC, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.
- 5.3 As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.
- 5.4 The NCC shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

GC6 Copyright

- 6.1 In accordance with section 12 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the NCC from the date of its first publication, during the remainder of that calendar year and for a period of fifty (50) years from the end of that calendar year.

GC7 Ownership of Inventions

- 7.1 Pursuant to paragraph GC11.3 of the general conditions, the Contractor shall have no other claim than that which may be granted to him by the NCC, and he may not apply for a patent in connection with any inventions unless he has the written consent of the NCC.

GC8 Managers, Employees, Agents and Sub-contractors

- 8.1 The Contractor shall take all reasonable measures and precautions to ensure that his managers, employees, agents and sub-contractors comply with the terms of the present Contract. Without limiting the general nature of the above, contractors shall include in all subcontracts arising from this contract, clauses which are similar to the general conditions and to these supplementary conditions, such clauses to be formulated in terms that are not less favorable to the NCC than their counterparts in the said general and supplementary conditions. The Contractor shall comply with these conditions and take any other actions required by the NCC in order to fulfill the terms of the present clause.

GC 9 Use of NCC Geometrics' Database

- 9.1 The Contractor may request through the NCC Representative the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc, for the purposes of this Contract.
- 9.2 The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.
- 9.3 The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in clause 9.2.
- 9.4 The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.
- 9.5 The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.
- 9.6 The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.
- 9.7 Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material including any derived works to the NCC, or provide proof to the NCC that all copies of the database and related material have been destroyed

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC1 Interpretation

1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
- 1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;
- 1.1.6 “prototypes” includes models, patterns and samples;
- 1.1.7 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 Successors and Assigns

- 2.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Chairman and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the Commission or the Chairman.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC4 Time of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of the Commission, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Chairman immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Commission Representative(s), the Contractor shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Chairman of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the Commission may exercise the right of termination contained in GC8.

GC5 Indemnification

- 5.1 The Contractor shall indemnify and save harmless the Commission and the Chairman from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

GENERAL CONDITIONS

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- 5.2 The Contractor shall indemnify the Commission and the Chairman from all costs, charges and expenses whatsoever that the Commission sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the Commission of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the Commission under the contract shall not affect or prejudice the Commission from exercising any other rights under law.

GC6 Notices

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, by telex or fax addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 Canadian Labour and Materials

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 Termination or Suspension

- 8.1 The Chairman may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the Commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The Commission shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

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- 8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that they are established to the satisfaction of the Chairman that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Chairman under the provisions of GC8 except as expressly provided therein.

GC9 Termination due to Default of Contractor

- 9.1 The Commission may, by notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Chairman's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the Commission terminates the work in whole or in part under GC9.1, the Commission may arrange, upon such terms and conditions and in such manner as the Commission deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Commission for any excess costs relating to the completion of the work.

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- 9.3 Upon termination of the work under GC9.1, the Chairman may require the Contractor to deliver and transfer title to the Commission, in the manner and to the extent directed by the Chairman, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.

The Commission shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Commission, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in process delivered to the Commission pursuant to such direction. The Commission may withhold from the amounts due to the Contractor such sums as the Chairman determines to be necessary to protect the Commission against excess costs for the completion of the work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Chairman issues a notice of termination under GC9.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 Records to be kept by Contractor

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Chairman who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of two years following completion of the work.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC11 Ownership of Intellectual and Other Property including Copyright

- 11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the Commission, and the Contractor shall account fully to the Chairman in respect of the foregoing in such manner as the Chairman shall direct.
- 11.2 Technical documentation shall contain the following copyright notice:
HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR)
as represented by the Chairman of the National Capital Commission
- 11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the Commission. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the Commission any articles or things embodying such technical information and inventions.
- 11.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the Commission for the purpose of registering the Commission's right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the Commission pursuant to this section, to sign a release form in a form satisfactory to the Commission, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the Commission's use, or modification of the work.

GC12 Conflict of Interest

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Commission Representative(s).

GENERAL CONDITIONS

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GC13 Contractor Status

- 13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the Commission. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

GC14 Warranty by Contractor

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 Member of House of Commons

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

GC16 Amendments

- 16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC17 Entire Agreement

- 17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.